

CREDIT ACCOUNT APPLICATION

SHREWSBURY LUMBER, LLC

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FAX (508) 845-8178

APPLICANT'S BUSINESS NAME				CREDIT LIMIT REQUESTED	
BUSINESS ADDRESS		CITY	STATE	ZIP	
IF LEASED BUSINESS ADDRESS, PROVIDE NAME, ADDRESS, TELEPHONE OF LANDLORD					
BUSINESS PHONE	CONTACT PERSON	CONTACT PERSON'S EMAIL ADDRESS		TAX IDENTIFICATION #	
TYPE OF ORGANIZATION: <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> TRUST <input type="checkbox"/> OTHER					DATE ESTABLISHED:

BUSINESS OWNER/PARTNER/OFFICER INFORMATION					
1	Name	Title	Address	Tel. No.	Social Security No.
2	Name	Title	Address	Tel. No.	Social Security No.

BANK INFORMATION					
Name of Bank	Address	Tel. No.	Type of Account	Account No.	Bank Contact

TRADE REFERENCES			
1	Name of Company	Address	Tel. No.
2	Name of Company	Address	Tel. No.
3	Name of Company	Address	Tel. No.

1. PAYMENT TERMS:

Cash Discount indicated on each invoice may be taken if paid in full by **10th** of each month following purchase.
Net Amount is due on the **25th** of the month following purchase.

2. I agree to pay a service charge for a late payment, computed at a periodic monthly rate of **1½%** on all balances remaining unpaid **25 days** after month of purchase. **SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE.**

I hereby represent that the above information is true and accurate. I understand that SHREWSBURY LUMBER intends to rely upon the information for the purpose of inducing SHREWSBURY LUMBER to extend credit and to sell on account to Applicant. I understand and agree that all sales shall be subject to all terms and conditions of sale. I understand and agree that SHREWSBURY LUMBER may at any time, without notice, terminate or modify any credit extended hereunder. I hereby authorize SHREWSBURY LUMBER or its agents to verify or investigate all information set forth above or the creditworthiness of the Applicant through credit reporting agencies and other sources.

SIGN HERE →

Signature of Applicant/Authorized Representative

Title

Date

PERSONAL GUARANTY

In consideration of the proposed extension of credit and to further induce SHREWSBURY LUMBER to extend credit to the Applicant, the undersigned Guarantor voluntarily enters into this **Personal Guaranty**. Guarantor acknowledges having a financial interest in Applicant and benefitting personally from any extension of credit to Applicant. Guarantor does hereby personally guarantee the payment of all obligations of Applicant owed to SHREWSBURY LUMBER now due or that may hereafter become due, without set-off counterclaim, deduction, recoupment, or redemption. The obligation of Guarantor shall be primary, unconditional, continuous and unlimited. Guarantor expressly waves notice of acceptance, sales, or default. In the event of a default by Applicant, SHREWSBURY LUMBER shall be entitled to proceed directly to enforce its rights against Guarantor under this Guaranty, without exhausting any other remedies. Guarantor agrees to pay all fees, costs, and expenses, including reasonable attorney's fees, which SHREWSBURY LUMBER may incur in enforcing this Guaranty. This Guaranty shall be interpreted and governed by the laws of Massachusetts. This Guaranty shall be binding against the representatives, heirs, successors and assigns of Guarantor. If executed by more than one person, the obligations of this Guaranty shall be joint and several. The undersigned authorizes SHREWSBURY LUMBER to obtain a consumer credit report on the undersigned individuals through credit and consumer reporting agencies or other sources, in order to evaluate the creditworthiness of such individual in connection with the extension of business credit to Applicant. The undersigned knowingly consents to the use of such credit reports in accordance with any applicable state or federal laws. Signed as a sealed instrument.

SIGN HERE →

Signature

Printed Name

Date

Signature

Printed Name

Date

COMPANY USE ONLY

SALESPERSON _____ ACCOUNT APPROVED BY _____

CREDIT LIMIT _____ DATE _____ D & B RATING _____

Shrewsbury Lumber, LLC Terms and Conditions of Sale

1. Any purchase made on credit requires that Buyer have on file with Shrewsbury Lumber, LLC ("Seller") an approved credit application. Buyer further confirms Buyer's consent to the Seller's Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. Seller acknowledges and accepts Buyer's order, Seller's acknowledgment and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release or elsewhere, and no oral agreement that purports to vary these terms and conditions shall be binding upon Seller unless hereafter set forth in a writing signed by Seller's authorized representative. All negotiations, proposals and representations are merged herein, and this constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and Seller. In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the materials delivered hereunder. Unless Buyer notifies Seller in writing to the contrary prior to making a purchase, Buyer hereby warrants and represents that any employee or agent action on Buyer's behalf shall be deemed to be authorized by Buyer and Seller may rely upon such representation.
3. In any case, in which Seller makes delivery, Buyer hereby agrees to Seller's customary shipping charges. Delivery shall be made at the project site or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes Seller to unload the goods and leave them at the delivery destination. Buyer shall release Seller and shall indemnify and hold harmless Seller from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorneys fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of property (whether belonging to Buyer or a third party), and any and all damages recognized at law or in equity caused in whole or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions. Notwithstanding anything to the contrary contained herein, title to all materials shall remain in Seller until payment in full by Buyer. Buyer authorizes and consents to Seller obtaining a prejudgment Writ of Replevin in the event that payment is not made in accordance with the established credit terms.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by the Buyer shall not be effective unless it is made and written notice thereof is given within FIVE (5) calendar days of delivery. No claim shall be greater in amount than the purchase price of the materials. Seller, at its discretion, shall have the right to repair, replace or refund the purchase price for any materials. **This paragraph sets forth the sole and exclusive remedy of Buyer.**
5. Seller shall have the right, without prejudice to any other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever Seller may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to Seller of Buyer's ability to perform.
6. Unless otherwise provided by law, Seller may require Buyer to pay or to reimburse Seller for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. Seller reserves the right to discontinue, without liability hereunder, deliveries of merchandise, the manufacture, use and/or sale of which in the opinion of Seller would infringe upon any patent now or hereafter issued and under which Seller is not licensed.
8. An order may be terminated by Buyer before completion only with Seller's written consent, in which event Buyer shall pay to the Seller: (i) The contract price for ALL products, which shall have been delivered or completed prior to receipt of notice of termination. (ii) All actual costs incurred by Seller in connection with the uncompleted portion of the order. (iii) Cancellation charges, if any, of Seller.
9. Buyer shall not hold Seller responsible for any delay caused in whole or in part by circumstances beyond Seller's reasonable control, including but not limited to force majeure, fires, accidents, strikes or other differences with workmen, war (declared, undeclared or acts of domestic or foreign terrorism and aggression), riots, embargoes, delays (including but not limited to Seller's vendors or carriers), receipt of materials from vendors or any legislative, administrative or executive law, order or requisition of the federal, state or local government or any subdivision, department, agency officer or official thereof. Seller shall not be liable in any event for any special, incidental or consequential damages caused by Seller's failure or delay in performance or delivery due to any cause whatsoever, if Seller is unable, due to any cause beyond Seller's control, to supply Buyer's total demand for products. Seller may allocate its available supply among Seller's customers, including Seller's branches and affiliates in any manner Seller deems reasonable.
10. **SELLER SHALL ASSIGN OR TRANSFER TO BUYER ANY ASSIGNABLE OR TRANSFERABLE MANUFACTURER'S WARRANTIES, IF ANY, APPLICABLE TO THIS PURCHASE, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SELLER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE DESCRIPTION ON THE FACE OF THIS PURCHASE AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER IS MAKING THIS PURCHASE BASED UPON BUYER'S SPECIFICATIONS TO SELLER OF THE GOODS REQUIRED BY BUYER AND NOT BY REASON OF ANY STATEMENT MADE BY OR ON BEHALF OF SELLER AS TO THE MERCHANTABILITY, SPECIFIC ATTRIBUTES OR OTHERWISE OF THE GOODS.**
11. Seller shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability of the Seller under this Purchase Agreement is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of the Buyer under this Purchase Agreement. Seller shall not be liable for any damages attributable to product misuse, abuse, neglect or any other cause, which is not the fault of the Seller.
12. Buyer agrees to indemnify and hold harmless Seller from and against any and all claims, demands, actions causes of actions, costs, expenses and attorneys fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s), omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to Seller, as indemnitee, allowable under that applicable law.
13. This Purchase Agreement shall be governed by and construed according to the laws of the Commonwealth of Massachusetts and Buyer consents to the jurisdiction of any federal or state in Massachusetts. Buyer agrees that, in the event any action is brought upon, or due to this Purchase Agreement by either Buyer or Seller, and Seller prevails, Buyer shall pay Seller's reasonable attorneys fees and other costs incurred because of or in connection with such action, in the maximum amount permitted by law.
14. Waiver by Seller of any terms and conditions of this agreement or waiver of any breach hereof shall not be construed as a waiver of any other term, condition or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
15. The foregoing terms and conditions may be modified, altered or amended by the Seller at its sole option and discretion at any time upon written notice to the Buyer, provided, however, that no such modification, alteration or amendment shall be given retroactive effect without the express written consent of the Buyer.